



Fox Rothschild LLP
ATTORNEYS AT LAW

Citizens Bank Center
919 North Market Street, Suite 1300
P.O. Box 2323
Wilmington, DE 19899-2323
Tel 302.654.7444 Fax 302.656.8920
www.foxrothschild.com

Sharon Oras Morgan
Direct Dial: (302) 622-4246
Email Address: smorgan@foxrothschild.com

November 8, 2013

VIA OVERNIGHT MAIL

Michael Mintzer
Assistant Regional Counsel
Office of Regional Counsel
United States Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

**Re: Newtown Creek Superfund Site – Fourth Supplemental Response
to Request for Information Pursuant to 42 U.S.C. § 9604(e)**

Dear Michael:

Enclosed please find the Seventh Supplemental Response ("Response") of Waste Management of New York, LLC ("WMNY") to EPA's October 25, 2011 104(e) Request for Information ("RFI"). The enclosed Response addresses Facility (vi), 1301 Metropolitan Avenue, Brooklyn, New York (Block 2948, Lot 85 (incorrectly identified in the RFI as Block 2355, Lot 1)) ("Subject Facility"). Also enclosed is a CD containing documents referenced in the Response, bates numbered NC09142 to NC09169.

Please contact me if you have any questions.

Very truly yours,

Sharon Oras Morgan



Seventh Supplemental Response of Waste Management of New York, LLC to the U.S. Environmental Protection Agency's Request for Information Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 ("CERCLA"), Pertaining to the Newtown Creek Superfund Site, Kings County and Queens County, New York

Subject to the Objections as noted below¹ and the Objections and Preliminary Statement set forth in its initial response submitted on January 31, 2012 ("Initial Response"), its first supplemental response submitted on April 30, 2012 ("First Supplemental Response"), its second supplemental response submitted on June 29, 2012 ("Second Supplemental Response"), its third supplemental response submitted on September 6 and 10, 2012 ("Third Supplemental Response"), its fourth supplemental response submitted on December 14, 2012 ("Fourth Supplemental Response"), its fifth supplemental response submitted on March 15, 2013 ("Fifth Supplemental Response"), and its Sixth Supplemental Response submitted on July 25, 2013 ("Sixth Supplemental Response") respectively, which are reiterated and incorporated herein by reference, and without waiving these or other available objections, Waste Management of New York, LLC ("WMNY") submits its seventh supplemental response ("Seventh Supplemental Response" or "Response") to the Section 104(e) Request for Information ("RFI") of the U.S. Environmental Protection Agency ("EPA") pertaining to the Newtown Creek Superfund Site. Pursuant to Instruction No. 5 requesting a separate response for each of the Facilities, this Seventh Supplemental Response is being submitted with respect to Facility (vi), 1301 Metropolitan Avenue, Brooklyn, New York (Block 2948, Lot 85 (incorrectly identified in the RFI as Block 2355, Lot 1)) ("Subject Facility").

Nothing in the Initial Response, First Supplemental Response, Second Supplemental Response, Third Supplemental Response, Fourth Supplemental Response, Fifth Supplemental Response, Sixth Supplemental Response or this Seventh Supplemental Response should be construed as an admission of any kind, nor should anything be construed as a waiver by WMNY or any other entity of any available rights, defenses, or claims, all of which are expressly reserved herein. WMNY specifically denies any liability pertaining to the "Site" as that term is defined in Definition No. 2.

II. GENERAL OBJECTIONS

WMNY asserts the following general privileges, protections, and objections with respect to the RFI and each information request therein.

1. WMNY asserts all privileges and protections it has in regard to the documents and other information sought by EPA, including the attorney-client privilege, the attorney work-product doctrine, all privileges and protections related to materials generated in anticipation of litigation, the settlement communication protection, and any other privilege or protection available to it under law.

¹ General Objections, as defined below, and specific objections made in response to any RFI shall hereinafter be collectively referred to as "Objections".

2. WMNY asserts that the information being provided herein is confidential business information within the meaning of 40 C.F.R. § 2.203(b), and is therefore subject to the protections set forth in 40 C.F.R. Part 2, Subpart B. WMNY objects to the RFI to the extent it seeks the disclosure of information subject to, and which would be in violation of, confidentiality agreements.

3. WMNY objects to Direction No. 4 as being overbroad, unduly burdensome, and unreasonable. Notwithstanding and without waiving this objection, WMNY has undertaken a diligent and good faith effort to respond fully and accurately to all applicable questions, including but not limited to consulting with individuals most likely to have knowledge of the matter to which the question pertains.

4. WMNY objects to Direction No. 6 as being unduly burdensome and unreasonable. The RFI is lengthy and seeks a significant amount of information pertaining to several parcels. It is neither practical nor reasonable to expect WMNY to identify all sources of information for each question. Further, EPA lacks the authority to require WMNY to identify information outside of its possession, custody, or control.

5. WMNY objects to Direction No. 8 as being unduly burdensome, overbroad, and unreasonable. The RFI is unduly broad in nature, scope, and timeframe. It is not possible to identify all individuals who are able to provide details or documentation in response to any question. Notwithstanding and without waiving this objection, WMNY is undertaking diligent and good faith efforts to obtain all information from current employees and all information within its possession, custody, or control.

6. WMNY objects to Direction No. 9 as being unduly burdensome, overbroad, and unreasonable. It is not possible to determine the unavailability of documents in existence that may be responsive to the RFI, nor is it possible to identify the contents and recipients of such unavailable documents. WMNY disclaims any responsibility to search for, locate, and/or provide copies of any documents known by WMNY to exist, but not within WMNY's possession, custody, or control.

7. WMNY objects to Direction No. 10 to the extent it seeks information that is privileged, work product, or subject to confidentiality agreements or provisions that preclude disclosure of such information.

8. WMNY objects to Direction Nos. 1, 7, and 11 as being unduly burdensome and unreasonable, as well as being confusing, redundant, and/or contradictory. Regardless of whether EPA is requesting WMNY to provide complete, detailed, precise, and/or specific responses, WMNY states it is undertaking a diligent effort in good faith to respond to the RFI in accordance with the applicable statutory provisions.

9. WMNY objects to Direction No. 12 to the extent it seeks information beyond WMNY's possession, custody, or control and to the extent it seeks home addresses.

10. WMNY objects to Direction No. 15 to the extent it is outside the scope of CERCLA and 40 C.F.R. 2.203(b).
11. WMNY objects to the definition of "Site" as being overbroad and undefined, in that the definition does not identify the source areas or areas of release.
12. WMNY objects to the definition of "industrial waste" as being overbroad and unduly vague.
13. WMNY objects to the definition of "Company" as being overbroad, unreasonable and unauthorized to the extent it is directed to entities other than WMNY, and in being vague in failing to define the terms "constituent" and "affiliate."
14. WMNY objects to the definition of "identify" to the extent it encompasses home addresses of natural persons. Subject to this objection, current employees and any other natural persons are identified by name and corporate address. WMNY requests that any contacts with its employees identified in these responses or documents provided be initiated through Sharon Oras Morgan, Esquire of Fox Rothschild LLP.
15. WMNY objects generally to the RFI to the extent it is overbroad, unduly vague and confusing, fails to define terms, and is directed to entities other than WMNY, and as being unauthorized by law to the extent it is overbroad, unreasonable, unduly burdensome, and not authorized by the provisions of CERCLA or other applicable authority.
16. The responses set forth below are subject to and in addition to the information contained in documents being produced in response to this RFI. Because the Requests for Information are vague and overbroad to the extent they do not define terms, and are in certain instances conflicting and overlapping, each of the Responses incorporates by reference all other responses to the RFI as well as information contained in the documents produced, being produced and to be produced by WMNY.

REQUESTS FOR INFORMATION

Section 1.0 Company Information

1. **Company Identification:** *Provide the following information with respect to the Company.*
 - a. *The full legal, corporate name and mailing address.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overly broad and unduly vague to the extent that it seeks confidential business information. Subject to and without waiving its Objections, the

full and correct name of the recipient of the RFI is Waste Management of New York, LLC. Addresses for mailing and service of process are set forth in Response to RFI 1(b) below.

- b. The state and date of incorporation, the date of qualification to do business in the State of New York, and the agents for service of process in the state of incorporation and in New York State.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overly broad and unduly vague and to the extent that it seeks confidential business information. Subject to and without waiving its Objections, WMNY is a Delaware limited liability company incorporated on January 27, 1998, qualified to do business in the State of New York on February 4, 1998. The Registered Agent in Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The Registered Agent in New York State is CT Corporation System, 111 Eighth Avenue, New York, NY 10011. The address to which process will be mailed, if accepted, is to the attention of Legal Department, 1001 Fannin Suite 4000, Houston, TX 77002.

- c. The Chief Executive Officer or other presiding officer of the entity and the mailing address of that officer.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overly broad and unduly vague, and to the extent that it seeks confidential business information. Subject to and without waiving its Objections, Tara Hemmer is President of WMNY, with a mailing address of 107 Silvia Street, Ewing, NJ 08628 and can be contacted c/o Sharon Oras Morgan, Esq., Fox Rothschild LLP, 919 N. Market Street, Wilmington, DE 19801.

- d. If the Company is a successor by merger, acquisition or other activity to any other entity, identify each such entity and describe the nature of the succession. Please provide purchase and sale documents that related to such merger, acquisition or other activity including any indemnities associated with such activity.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of CERCLA, and as seeking confidential business information. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(b).

- e. *If the Company is a subsidiary, division, branch or affiliate of another corporation or other entity, identify each of those other entities and those entities' Chief Executive Officers or other presiding officers. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each entity identified in your response to this question.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking confidential business information.

- f. *Please identify the relationship of the Company to each of the following entities:*

- i. *B.Q.E. Services, Inc.;*
- ii. *Star Recycling, Inc.;*
- iii. *Allied Sanitation, Inc.;*
- iv. *Rendering Company of America, Inc. (RENCOA);*
- v. *NY Acquisition Sub, Inc.;*
- vi. *Waste Management, Inc.;*
- vii. *Waste Management National Services, Inc.;*
- viii. *Waste Management Disposal Services of New York, Inc.;*
- ix. *Waste Management of New York City, Inc.;*
- x. *Waste Management of Varick Avenue, Inc.;*
- xi. *Waste Management of New York, Inc.;*
- xii. *Waste Management of New Jersey, Inc.;*
- xiii. *Waste Management, LLC;*
- xiv. *Veolia Es Industrial Services, Inc.; and*
- xv. *BFI Waste Services.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking confidential business information. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(b).

2. *Future EPA Communications: If the addressee of this letter requests that future communications from EPA regarding the Site be sent to a particular individual or office, provide the name, address, telephone number, e-mail address and capacity of such individual or office.*

RESPONSE:

Future communications should be sent to counsel for WMNY, whose contact information is as follows:

Sharon Oras Morgan, Esquire
Fox Rothschild, LLP
919 North Market Street, Suite 1300
Wilmington, DE 19899
(302) 622-4246
smorgan@foxrothschild.com

Section 2.0 Owner/Operator Information

3. *Separately provide a brief summary of the Company's relationship to each Facility (see Definition number 9.a for "Facility") and each Other Newtown Creek Property (see Definition number 9.b for "Other Newtown Creek Property"), including the following. Please see Direction number 5 which requires that the Company respond to the Requests for Information separately for each of the Facilities as though each Facility was the subject of a separate Request for Information.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), outside of WMNY's possession, custody or control, and as seeking confidential business information. Subject to and without waiving its Objections, WMNY hereby provides the information below as it relates to the Subject Facility, subject to and in addition to information being made available through documents being produced.

- a. *Nature of the Company's interest in the Facility and each Other Newtown Creek Property;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), outside of WMNY's possession, custody or control, and as seeking confidential business information. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(b).

- b. *Corporate identity of any entity affiliated with the Company that holds or held such interest;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), being unduly vague in failing to define "affiliated" outside of WMNY's possession, custody or control, and as seeking confidential business information. Subject to and without waiving its Objections, WMNY states that New York Acquisition Sub, Inc. assumed a Lease of the Subject Facility ("Lease") on March 1, 1996. WMNY's member, Waste Management of New Jersey, Inc., successor-by-merger to New York Acquisition Sub, Inc., assigned its interest in the Lease to M. Fine Lumber Co., Inc. on May 31, 2000.

- c. *Address, Borough, Block and Tax Lot Identification and map or schematic locating the Facility and each Other Newtown Creek Property;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as being outside of WMNY's possession, custody or control. Subject to and without waiving its Objections, the Subject Facility is known as 1301 Metropolitan Avenue, Borough of Brooklyn, New York, Block 2948, Lot 85.

- d. *Dates of acquisition and date of disposition of interest and identity of transferor and transferee;*

RESPONSE:

WMNY incorporates by reference its General Objections. Subject to and without waiving its Objections, WMNY responds that it never acquired the Subject Facility.

- e. *Dates of operation and date of cessation of operation and identity of lessor, licensor or other person with paramount interest (e.g., property owner, prime leaseholder);*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as seeking confidential business information and as being unduly vague in failing to define the term "operation". Subject to and without waiving its Objections, WMNY responds that for a period of time between 1996 and 2000 ("Lease Period"), the Subject Facility was utilized for empty container storage.

- f. *The principal business and each other line of business conducted by the Company at the Facility and at each Other Newtown Creek Property; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking confidential business information. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(e).

- g. Provide a copy of all instruments evidencing the acquisition or conveyance of such interest (e.g., deeds, leases, licenses, purchase and sale agreements, partnership agreements, etc.).*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking confidential business information. Subject to and without waiving its Objections, see documents being produced.

- 4. Identify all entities who concurrently with the Company exercise or exercised actual control or who held significant authority to control activities at the Facility, including:*
- a. Lessees, sublessees, partners, joint venturers or holders of easements;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information that pre-dates its interest in the Subject Facility and/or information that is outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3 (d) and (e).

- b. Contractors, subcontractors, licensees or licensors that exercised control over any materials handling, storage, or disposal activity;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control, as being vague in failing to define the term “exercised control,” “contractor,” “subcontractor,” “licensor” or “licensee”; and as being overly broad and outside the scope of 42 U.S.C. § 9604(e). Subject to and without waiving its Objections, WMNY responds

that after reasonable investigation, it has no information in its possession responsive to this RFI.

- c. Pipelines providing delivery of materials to, distribution within or shipment from the Facility;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as seeking information outside its possession, custody, and control, and as being outside the scope of 42 U.S.C. § 9604(e) to the extent it seeks information about public utilities or municipal systems. Subject to and without waiving its Objections, WMNY responds that during the Lease Period, pipelines did not deliver materials to, distribute within, or ship materials from the Subject Facility.

- d. Railroads or rail lines providing delivery of materials to or shipment from the Facility;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that during the Lease Period, neither railroads nor rail lines provided delivery of materials to or shipment from the Subject Facility.

- e. Truckers providing delivery of materials to or shipment from the Facility;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as seeking information outside its possession, custody, and control, and as being vague to the extent it does not define the term "Truckers." Subject to and without waiving its Objections, WMNY responds that during the Lease Period, commercial vehicles would have provided delivery of containers to and removal of containers from the Subject Facility.

- f. Barge service companies providing delivery of materials to or shipment from the Facility; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that the Subject Facility did not receive delivery of materials or ship materials via barge during the Lease Period.

- g. Any other person with activities and/or easements regarding the Facility.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly vague in failing to define “activities,” unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking publicly available information and information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that the extent of activities at the Subject Facility during the Lease Period is set forth in Response to RFI 3(e).

- 5. Identify all current or prior owners that you are aware of for the Facility. For each prior owner, further identify if known, and provide copies of any documents you may have regarding:*

- a. the dates of ownership and operations conducted at such times;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking publicly available information and information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference information set forth in documents being produced, in addition to information that is publicly available.

- b. any corporate or real estate affiliation between the Company and each such prior owner; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in seeking information about corporate or real estate “affiliation,” and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(b).

- c. release of hazardous substances, industrial waste, other waste including petroleum, at the Facility during the period that the prior owners owned the Facility with such details as you are aware of.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague and as seeking information outside its possession, custody, and control.

- 6. Identify all current or prior operators that you are aware of for the Facility. For each such operator, further identify, if known, and provide copies of any documents you may have regarding:*

- a. the dates of operation;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(b).

- b. any corporate or real estate affiliation between the Company and each such prior operator, including, without limitation;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in seeking information about corporate or real estate "affiliation," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3 (b).

- c. the nature of the operations at such times; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that the current occupant is identified in Response to RFI 3(b).

- d. *Release of hazardous substances, industrial waste, other waste including petroleum, at the Facility during the period that the prior operators were operating the Facility.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control.

7. **Litigation and Administrative Activity:**

- a. *Has the Company or an affiliate been a party to any litigation, whether as plaintiff or defendant, where an allegation included liability for contamination of or from the Facility, any Other Newtown Creek Property or any other facility within 1,000 feet of Newtown Creek (whether or not owned or operated by the Company)? If yes, identify such litigation and its disposition, briefly describe the nature of the Company's involvement in the litigation and provide a copy of the pleadings and any final order.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "affiliate", as seeking publicly available information and information outside its possession, custody, and control, and as seeking confidential and privileged information. Subject to and without waiving its Objections, WMNY has not been a party to litigation where an allegation included liability for contamination of or from the Subject Facility.

- b. *Has the Company or an affiliate been identified by the U.S. Environmental Protection Agency or by any New York State or New York City agency as a party responsible for environmental contamination with respect to a facility located within 1,000 feet of Newtown Creek? If yes, state the Company's understanding of the basis for such notice of responsibility and provide a copy of any correspondence, orders or agreements between the Company and the governmental agency.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "affiliate" and in requesting information pertaining to "such notice of responsibility," as seeking information

which is publicly available, and seeking information outside its possession, custody, and control, and as seeking confidential and privileged information. Subject to and without waiving its Objections, WMNY responds that upon information and belief, it has not been identified as responsible for environmental contamination with respect to the Subject Facility.

8. Ownership of Newtown Creek: *At the present time or at any past time, has the Company or any affiliate:*

- a. *Owned any portion of Newtown Creek or wetlands associated with Newtown Creek?***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "affiliate", and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that with respect to the Subject Facility, it has not owned any portion of the Subject Facility.

- b. *Asserted control or exclusive rights to use any area of Newtown Creek or wetlands associated with Newtown Creek, for any purpose including, without limitation, dredging, filling, construction, maintenance or repair of any facility located in the waters, the associated wetlands or sediments, including, by way of example, bulkheads, rip rap, pipes, wharfs, piers, docking, loading or unloading facilities, cranes or over-water facilities.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that with respect to the Subject Facility, the answer is No..

- c. *If the answer to either subparagraph "a" or "b" of this paragraph is yes, please identify the areas owned or controlled, or over which the company has a right to use, provide an explanation of how and from whom the Company acquired such ownership or control, provide a copy of all title documents, leases, permits or other instruments where such right was derived, and describe all activities conducted pursuant thereto.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY

specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that its answers to RFI 8(a) and (b) are No.

9. **Operations In, Under or Over the Waters or On the Sediments of Newtown Creek:**

- a. *Describe all activities at the Facility that were conducted over, on, under, or adjacent to, Newtown Creek. Include in your description whether the activity involved hazardous substances, industrial waste, petroleum or other waste materials and whether any materials were ever discharged, spilled, disposed of, dropped, or otherwise came to be located in Newtown Creek.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as unduly vague in failing to define "other waste materials", as overly broad and unduly vague in failing to define whether this RFI refers to current operations, past operations, or some other time frame, and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that during the Lease Period, the Subject Facility was utilized for empty container storage. Upon information and belief, such activity did not involve use, storage or disposal of hazardous substances, industrial waste, petroleum or other waste materials.

- b. *Has the Company, or any affiliate, at any time, constructed or operated any facility in or over the waters or on the sediments of Newtown Creek, including any bulkheads, rip-rap, pipes wharfs, piers, docking, loading or unloading facilities, containment booms, cranes or other on-water or over-water facilities.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "affiliate", and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that with respect to the Subject Facility, the answer is No.

- c. *Has the Company, or any affiliate, at any time constructed, operated or utilized any facility under the waters or sediments of Newtown Creek, including without limitation pipes, pipelines, or other underwater or under sediment facilities.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being vague in failing to define “affiliate” or “other underwater or under sediment facilities,” and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, with respect to the Subject Facility, the answer is No.

- d. *If the answer to subparagraph "b" or "c" of this paragraph is yes, please provide details including the facilities constructed or operated, the dates of such construction, replacement or major modification, whether there were discharges into the waters of Newtown Creek associated with construction or maintenance of such facilities, all permits associated with the construction or operation and the nature of the Company's authorization to construct or maintain such facilities in Newtown Creek including from whom the operating rights were obtained, and provide copies of relevant deeds, leases, licenses and permits.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that its answers to RFI 9 (b) and (c) are No.

- e. *Provide a summary of over-water activities conducted at the Facility, including but not limited to, any material loading and unloading operations associated with vessels, materials handling and storage practices, ship berthing and anchoring, ship fueling, cleaning, maintenance, or repair.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define “over-water activities,” and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no over-the-water activities were conducted at the Subject Facility during the Lease Period.

- f. *Utilized barges, tankers or other ships in any operations on Newtown Creek and, if so, provide details. With respect to barge, tanker and shipping operations,*

- i. *Identify all products and raw materials transferred to or from barges, tanks and ships and the dates of such operations;*
- ii. *Describe the method of transfer to and from barges or other ships during all periods of such activities;*
- iii. *Identify the types of barges or ships utilized and the depth of the water where barges or ships were moored;*
- iv. *Describe barge, tanker or other ship cleaning operations, if any, including the cleaning methods that were used, how cleaning waste was handled; and*
- v. *Describe spill prevention controls that were utilized in delivery or pick-up of materials.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no tankers, barges, or ships were utilized at the Subject Facility during the Lease Period.

- g. *State whether any of the operations required to be identified above resulted in disposal or spillage of any materials into Newtown Creek or the re-suspension of any sediments of Newtown Creek. If the answer is a "yes" please provide details and documentation of such events.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "operations to be identified above", "materials" or "re-suspension of any sediments," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no materials were disposed of or spilled into Newtown Creek during the Lease Period.

- 10. *Identify each and every Other Newtown Creek Property (see Definition number 9.b for "Other Newtown Creek Property"), that your Company presently or previously owns (or owned), leases (or leased), manages (or managed), operates (or operated), controls (or controlled), or otherwise has or had rights to use, manage or operate, within the area extending one-thousand feet from the shoreline of Newtown Creek (Definition number 1 above defines "Newtown Creek" to include all tributaries or branches of Newtown Creek).*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY

specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that "Other Newtown Creek Properties" were identified in WMNY's Initial Response and First Supplemental Response.

Section 3.0 Description of the Facility

11. *Provide the following information for the Facility, including a description responsive to each question and depictions by map, drawing, survey or otherwise:*

a. *Address and borough, block and lot;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(c) above.

b. *historic photographs, including without limitation, aerial photographs, photographs showing construction, industrial or commercial processes, sanitary and storm sewer systems, outfalls, indoor and outdoor storage of materials or products, and photographs during construction;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY will produce documents in its possession to the extent responsive, not unduly burdensome, and properly within the scope of this RFI.

c. *all surveys and drawings of the Facility in your possession showing current configurations and improvements as well as previous configurations and improvements;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad and unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY will produce representative documents in its possession to the extent responsive, not unduly

burdensome, and properly within the scope of this RFI.

- d. sanitary sewer system information, including drawings, sewer easements, surveys or maps showing location and configuration both as currently configured and previous configurations;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- e. storm water sewer system information, including drawings, surveys or maps showing location and configuration both as currently configured and previous configurations;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- f. all below-ground structures, including, pipes, pipelines, sumps, wells, dry-wells and other structures for storage or conveyance of solid, gaseous or liquid materials, whether above ground or below ground, and whether owned or operated by you or by another, and as presently configured and as previously configured;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- g. all above-ground structures, including buildings and including all facilities for storage or transport of solid, liquid or gaseous materials, whether owned or operated by you or by another, and as presently configured and as previously configured;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- h. all over-water or in-water facilities (e.g., piers, docks, cranes, bulkheads, pipes, treatment facilities, containment booms, etc.),*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- i. all treatment or control devices for all media and pursuant to all environmental laws and regulations (e.g., surface water, air, groundwater, hazardous waste, solid waste, etc.);*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- j. groundwater wells, including drilling logs; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- k. information related to any other outfalls, ditches, direct discharge facilities or other conveyance features and any discharges associated therewith.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

12. *For all items identified in subparagraphs e, f, g, h, i, j, or k, locate each such item on a Facility map or plan, provide the date of installation, identify all permits associated with each item, state whether such items are still in service or, if not, when they were removed from service, identify all leaks or spills, if any, associated with each, and identify any closure of any such item.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY has no information in its possession responsive to this RFI.

13. *For each permit identify the type of permit, the agency or governmental authority issuing the permit and provide a copy of the permit and any reports required to be generated by the permit.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information that is publicly available and/or outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that, upon information and belief, no permits were in effect for the Subject Facility during the Lease Period.

14. **With Regard to the Placement of Fill at the Facility:**

- a. *Was any fill placed on the Facility during the initial development of the Facility by the Company, or at any time thereafter? If so, identify all areas of the Facility where fill was placed, the lateral extent of the fill and the depth of the fill, the purpose of the placement, the source of the fill, the amount of the fill in each area, and the identity of the contractors involved in work related to the fill. State whether the fill has ever been characterized, either before placement or thereafter and, if so, provide a copy of the sampling/characterization results.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, there was no "initial development" of or fill placement at the Subject Facility during the Lease Period.

- b. Were any portions of the Facility historically part of Newtown Creek or did the Facility formerly include any marshlands or wetlands associated with Newtown Creek. Please depict any such areas on a survey, drawing or schematic. Please provide your understanding of who filled any such wet areas, the approximate date of such fill, and the lateral extent and depth of such fill, the source of the fill, the composition of the fill and, if any sampling has ever been done of such filled areas, provide a copy of the sampling results.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY is not in possession of information responsive to this RFI.

- 15. Provide a copy of all reports, information or data you have related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Facility. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- 16. Identify all past and present solid waste management units or areas where materials are or were in the past managed, treated, or disposed (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, drainage ditches, tanks, drums, container storage areas, etc.) on the Facility. For each such unit or area, provide the following information:*

- a. a map showing the unit/area's boundaries and the location of all known*

units/areas whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units/areas;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, there were no solid waste management units at the Subject Facility during the Lease Period.

b. dated aerial photograph of the site showing each unit/area;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

c. the type of unit/area (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit/area;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 16(a).

d. the dates that the unit/area was in use;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 16(a).

e. the purpose and past usage (e.g., storage, spill containment, etc.);

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 16(a) and 3(e).

- f. the quantity and types of materials (hazardous substances and any other chemicals) located in each unit/area;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, no hazardous substances or chemicals were located at the Subject Facility during the Lease Period.

- g. the construction (materials, composition), volume, size, dates of cleaning, and condition of each unit/area; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- h. If the unit/area described above is no longer in use, explain how such unit/area was closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit/area.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 16(a).

- 17. Provide the following information regarding any current or former sewer or storm sewer lines or combined sanitary/storm sewer lines, drains, or ditches discharging into Newtown Creek from the Facility:*

- a. the location and nature of each sewer line, drain, or ditch;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- b. the date of construction of each sewer line, drain, or ditch;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- c. whether each sewer line, drain, or ditch drained any hazardous substance, waste, material or other process residue to Newtown Creek; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI. By way of further answer, upon information and belief, no hazardous substance, waste, material or other process residue was located at the Subject Facility during the Lease Period.

- d. Provide any documentation regarding but not limited to the following on any and all outfalls to Newtown Creek which are located within the boundaries of the Facility. Your response should include, but not be limited to:*

- i. whether the Facility is serviced by or otherwise drains or discharges to the outfalls and, if so, the source of the outfall;*
- ii. the identify of upland facilities serviced by the outfalls;*
- iii. the upland geographic area serviced by the outfalls; and*
- iv. the type of outfall (i.e., storm water or single or multiple facility outfall).*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- 18. *Provide copies of any storm water or Facility drainage studies, including data from sampling, conducted at these Properties on stormwater, sheet flow, or surface water runoff. Also provide copies of any stormwater pollution prevention, maintenance plans, or spill plans developed for different operations during the Company's operation of the Facility.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- 19. *Connections to New York City sewer system:***

- a. *State whether the Facility is connected to the New York City sewer and the date that the Facility was first connected;***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- b. *State whether the Facility has ever discharged liquid wastes other than through the New York City sewer system and, if so, provide details on such discharges;***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being vague in its reference to "liquid waste", and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession

responsive to this RFI. By way of further answer, upon information and belief, no liquid wastes discharged from the Subject Facility during the Lease Period.

- c. *State whether the Facility participates in the New York City pretreatment program, whether the Company has ever been classified as a significant industrial user, whether the Company has ever been in violation of sewer use requirements or permits or received any notices of violation relating to use of the New York City sewer system;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome, as being vague in failing to define "pretreatment program," being outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that upon information and belief, with respect to the Subject Facility during the Lease Period, the answer is No.

- d. *Provide any information detailing the volume of liquids discharged to the sewers and the nature of the discharges including analytical data detailing the makeup of the discharged liquids;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, no liquid waste was discharged from the Subject Facility to the sewers during the Lease Period.

- e. *Provide copies of all permits and permit applications for Industrial Wastewater discharge permits;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that during the Lease Period the Subject Facility was not subject to any requirement to obtain a permit for Industrial Wastewater discharge into Newtown Creek or the New York City sewer system.

- f. *Provide copies of all notices of violations, correspondence, hearing transcripts and dispositions relating to the Company's use of the New*

York City sewer system;**RESPONSE:**

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- g. ***Copy of Baseline Monitoring Reports submitted to NYC in connection with the Company's application for an industrial wastewater discharge permit;***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- h. ***Copies of all surveys, reports or analyses delineating or characterizing the company's liquid wastes;***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "liquid wastes" and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- i. ***Copies of all periodic monitoring reports for wastes discharged through the sewer system; and***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "wastes discharged," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no information in its possession responsive to this RFI.

- j. Copies of all invoices from NYC or the NYC Water Board for water and/or wastewater charges including any wastewater allowances.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome in requesting invoices that span over a decade of use, and outside the scope of 42 U.S.C. § 9604(e), to the extent the requested information is publicly available. Subject to and without waiving its Objections, WMNY responds it has no information in its possession responsive to this RFI.

Section 4.0 Company's Operational Activities

- 20. Describe the nature of your operations or business activities at the Facility. If the products or processes, operation or business activity changed over time, please identify each separate operation or activity, the dates when each operation or activity was started and, if applicable, ceased. Also, please provide the following:*

- a. Separately identify and describe the waste management businesses conducted at each of the Facilities;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e) as being vague in failing to define "the waste management business," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that during the Lease Period at the Subject Facility, WMNY did not handle, store or dispose of solid waste. By way of further answer, the extent of use of the Subject Facility during the Lease Period is set forth in response to RFI 3(e).

- b. In addition to the waste management business, identify each other business activity for which the Facility has been used since its acquisition by the Company, including, without limitation, trucking, barging, truck to barge operations or other waste transfer, vehicle storage, repair, service or maintenance, warehousing, leasing or other;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad and unduly vague, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its

possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 3(e).

- c. *Identify each industrial process employed at the Facility and the raw materials used and the wastes generated;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being vague in failing to define "industrial process," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no industrial process was employed at the Subject Facility during the Lease Period.

- d. *Provide a schematic diagram or flow chart that fully describes and/or illustrates the Company's operations, from time to time, on the Facility;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no such information in its possession.

- e. *Provide a schematic diagram that indicates which part of the Company's operations generated each type of waste, including but not limited to wastes generated by cleaning and maintenance of equipment and machinery and wastes resulting from spills of liquid materials;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "waste," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it has no such information in its possession.

- f. *Describe all settling tank, septic system, or pretreatment system sludges or other treatment wastes resulting from the Company's operations;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the

scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that operations during the Lease Period did not result in settling tank, septic system, or pretreatment system sludges or other treatment wastes.

- g. Provide copies of any Material Safety Data Sheets (MSDSs) and Right-to-Know Notices for raw materials used in the Company's operations;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad and unduly vague in failing to define “raw materials”, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no raw materials were used at the Subject Facility during the Lease Period.

- h. Provide copies of MSDSs for each product produced at the Facility; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define “product,” and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no production of a “product” took place at the Subject Facility during the Lease Period that would result in generation of an MSDS.

- i. Provide product literature and advertising materials for each Company product or service carried out at each Facility.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY has no such documents in its possession.

- 21. Did the Company store or combust coal at the Facility during the time of its ownership or operation? If your answer is yes, please respond to the following requests for information for all periods of time that the company operated at or owned the Facility:*

- a. Identify the purposes for such coal storage or combustion, including if used in energy production, the processes in which the energy was used at*

the Facility;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that no coal was stored or combusted at the Subject Facility during the Lease Period.

- b. State the means by which the shipments of coal were delivered to the Facility, whether by barge, rail, truck or other, and identify the shipper and the vendor. Describe how the coal was received at the Facility and transported to storage facilities;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that no coal was stored or combusted at the Subject Facility during the Lease Period.

- c. Identify the volume of coal received at the Facility, the type or types of coal (i.e. bituminous, anthracite, etc.) received and consumed on an annual basis during the period of the Company's ownership or operations, including changes over time;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that no coal was stored or combusted at the Subject Facility during the Lease Period.

- d. Describe the means of storage of coal at the Facility, including whether the Facility employed coal pockets or other storage areas, the dimensions and volume of such storage facilities, and whether such storage was indoors or outdoors and covered or uncovered. Identify on a Facility map or diagram the location of the coal storage facilities. Describe the means of transport of the coal from the storage facilities to the combustion point;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that no coal was stored or combusted at the Subject Facility during the Lease Period.

- e. Identify how the coal ash was managed including the location and storage facilities for the coal ash and whether it was stored indoors or outdoors, covered or uncovered, the means of conveying the ash to the on-site storage facilities, the location of the storage facilities, and, if sent for disposal, identify the disposal companies. State whether the ash was ever used at the Facility, whether as fill or for any other purpose, or if it was in any other manner disposed of at the Facility and, if so, describe the circumstances and identify the areas of disposal on a Facility map;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that no coal was stored or combusted at the Subject Facility during the Lease Period.

- f. State whether there were Company written manuals providing for coal purchase, storage, maintenance of storage facilities, transport, consumption, or ash management and, if so, provide a copy of such written materials; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY states that no coal was stored or combusted at the Subject Facility during the Lease Period, and WMNY states that no such written materials exist or are in its possession.

- g. State whether there were any permits associated with the coal receipt, storage, or consumption or ash management and, if so, provide a copy of such permits.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody,

and control. Subject to and without waiving its Objections, WMNY states that no coal was stored or combusted at the Subject Facility during the Lease Period, and no such permits were issued or are in WMNY's possession.

22. *Describe the receipt, storage and off shipment of chemicals, raw materials, intermediary product, and final product (including, without limitation petroleum) at the Facility. For each question, identify the time period covered by your response. Please provide a copy of Company manuals that over time were in effect describing these procedures.*

a. *For receipt of materials, please identify:*

- i. *all such materials (including, without limitation, petroleum) received, stored at or shipped from the Facility;***
- ii. *its method of shipment to the facility (e.g., pipeline, barge, rail, tanker, truck, or other);***
- iii. *testing, if any, upon receipt of such material, for quality, for conformity to specification, for contamination or otherwise; and***
- iv. *treatment, if any, at the Facility of any material shipped to the facility, prior to storage in tanks at the facility.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "product," "raw materials" or "materials," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, with respect to the Subject Facility, no chemicals, raw materials, intermediary product or final product within the meaning of this RFI were received, stored or shipped during the Lease Period.

- b. *For metals and metal compounds (including but not limited to raw materials, scrap, byproducts, ash, wastewater and wastes containing metals or metal compounds but not including metals as components of structures or equipment): Identify any metals and metal compounds previously or currently used or otherwise present at the Facility; the purpose for each of them; any testing done on such materials; and the method and location of use, storage and other handling of such materials at the Facility. Identify all spills, emissions, discharges and releases of any such substances at or from the Facility since the time that your Company owned or operated the Facility. Please provide any MSDSs for each such substance.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being overbroad and vague in seeking information about “metals” and “metal compounds,” and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no metals, within the meaning of this RFI, were present at the Subject Facility during the Lease Period. Operations at the Subject Facility during the Lease Period were limited to the storage of empty containers.

- c. *For polychlorinated biphenyls ("PCBs"): Identify any PCBs previously or currently used or otherwise present at the Facility, including, but not limited to (i) PCBs in plasticizers, fire retardants, paints, water-proofing, railroad ties, heat stabilizing additives for adhesives, and other materials; (ii) PCBs in capacitors, transformers, vacuum pumps, hydraulic systems, and other devices; and (iii) PCBs in raw materials, wastes, wastewater, scrap, and byproducts. Identify the purpose for each of them; any PCB testing done on such materials; and the method and location of use, storage and other handling of PCBs at the Facility. Identify all spills, emissions, discharges and releases of any PCBs at or from the Facility since the time that your Company has owned the Facility. Please provide any MSDSs for PCBs at the Facility.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that upon information and belief, no PCBs were used or otherwise present at the Subject Facility during the Lease Period.

- d. *Provide copies of any records, including Company manuals or written procedures that you have in your possession, custody or control relative to the activities described in this Question.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being vague as to the subject of information sought, and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY has no such documents in its possession.

23. *Describe the years of use, purpose, quantity, and duration of any application of*

pesticides or herbicides on the Facility. Provide the brand name of all pesticides or herbicides used.

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being overbroad and vague in its reference to the terms "application," "pesticides," and "herbicides," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that upon information and belief, no pesticides or herbicides were used on the Subject Facility during the Lease Period beyond common landscaping maintenance.

24. For all periods of the Company's ownership or operation of the Facility, describe how wastes transported off the Facility for disposal or treatment were handled, stored, and/or treated prior to transport to the disposal facility.

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that wastes were not handled at the Subject Facility during the Lease Period.

25. Describe the cleaning and maintenance of the equipment and machinery involved in these operations, including but not limited to:

a. the types of materials used to clean/maintain this equipment/machinery;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY it is not in possession of information responsive to this RFI.

b. the monthly or annual quantity of each such material used;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it is not

in possession of information responsive to this RFI.

c. the types of materials spilled in the Company's operations;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds it is not in possession of information that responsive to this RFI.

d. the materials used to clean up those spills;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it is not in possession of information responsive to this RFI.

e. the methods used to clean up those spills;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad and vague in failing to define "methods", as being outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it is not in possession of information responsive to this RFI.

f. where the materials used to clean up those spills were disposed of;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it is not in possession of information responsive to this RFI.

g. provide copies of Company manuals or procedures relating to cleaning of equipment and machinery and the Facility; and

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it is not in possession of information responsive to this RFI.

- h. provide copies of all records of such cleaning and maintenance including internal records and records from any outside vendor for such services.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it is not in possession of information responsive to this RFI.

- 26. Describe all wastes disposed by the Company into drains at the Facility, including but not limited to:*

- a. the nature and chemical composition of each type of waste;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e) as being vague in failing to define “wastes”, and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, wastes were not disposed into drains at the Subject Facility during the Lease Period.

- b. the approximate quantity of those wastes disposed by month and year;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e) as being vague in failing to define “wastes”, and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections and subject to information otherwise provided in its Response and documents being produced, WMNY responds that, upon information and belief, wastes were not disposed into drains at the Subject Facility during the Lease Period.

- c. the location to which these wastes drained (e.g. septic system or storage tank at the Facility, oil-water separator, pre- treatment plant, New York*

City sewer system); and

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e) as being vague in failing to define “wastes”, and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, wastes were not disposed into drains at the Subject Facility during the Lease Period.

d. whether and what pretreatment was provided.

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e) as being vague in failing to define “wastes”, and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, wastes were not disposed into drains at the Subject Facility during the Lease Period.

27. Identify all oil/water separators at the Facility during the Company's ownership or operation including dates of installation, dates of replacement or major modification, purpose of installation and source of influent, location of discharge. Provide a copy of each permit and permit application, influent and effluent sampling results and copies of all submissions to federal, state, city or county environmental agencies or public health agencies relating to oil/water separators.

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information that is publicly available and/or outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that, upon information and belief, oil/water separators were not located at the Subject Facility during the Lease Period.

28. Identify each fixed above-ground storage tank and each fixed below-ground storage tank that is or was situated on the Facility during the Company's ownership or operation. For each tank, identify the date of installation, the dates and nature of major modifications, the dates and nature of spill detection equipment, the dates and nature of cathodic protection equipment, and description or drawings of tanks, identity of contents that have been stored in the tank both before (if known) or during the Company's ownership

or operation, and the practices of cleaning at the time of any change in items stored, and the manner of ultimate disposal of wastes from the tank. Identify procedures for addressing spills from the tanks and identify all spills that have occurred during the Company's ownership of the Facility. Provide a copy of all permits relating to the tank and provide a copy of all Company written manuals or procedures, including manuals that have been superseded by newer manuals or procedures, addressing use and maintenance of such tanks.

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds, upon information and belief, that storage tanks were not utilized or located on the Subject Facility during the Lease Period.

29. *Identify each pipeline serving the Facility that is or was situated on the Facility property (either above- or below- ground) during the Company's ownership or operation. For each pipeline, identify the owner and the operator for the pipeline and the owner or operator of the pipeline to which such segment is connected, and provide a copy of all permits relating to the pipeline on the Facility, the date of installation, all materials transported to the Facility through the pipeline, including crude petroleum or petroleum products, additives, other refining materials, batch separators, natural gas, manufactured gas, other fuel sources, chemicals and/or other materials. Describe pipeline cleaning processes and procedures for handling and disposal of wastes in the pipelines including mixed batches of materials in the pipeline. Identify procedures for addressing spills from the pipelines and identify all spills that have occurred during the Company's ownership of the Facility. Please provide a copy of all Company written manuals or procedures, including manuals that have been superseded by newer manuals or procedures, which address or regulated use and maintenance of such pipelines.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that pipelines were not utilized at the Subject Facility during the Lease Period.

Section 5.0 Regulatory Information

30. *Identify each federal, state and local authority that regulate or regulated*

environmental concerns relating to the ownership or operation at the Facility, the activity regulated, and the applicable federal, state and local statute or regulation from which such regulation was derived.

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being vague, overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as calling for conclusions of law, and as seeking publicly available information and information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY has no information in its possession responsive to this RFI. By way of further answer, WMNY incorporates by reference documents publicly maintained and made available.

- 31. Describe all occurrences associated with violations, citations, deficiencies, and/or accidents concerning the Facility related to environmental concerns. Provide copies of all documents associated with each occurrence described.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being vague, overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "occurrences," and as seeking publicly available information and information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY has no information in its possession responsive to this RFI. By way of further answer, WMNY incorporates by reference documents publicly maintained and made available.

- 32. Provide a list of all local, state, and federal environmental permits which have been applied for or issued to the Company with respect to the Facility for any media, e.g., water (including SPDES and NPDES, NYC sewer permit, Industrial Pretreatment Program permit or any other wastewater discharge related governmental authorization or notice), excavation and fill in navigable waters, dredging, tidal wetlands, air, solid waste or hazardous waste, bulk storage, industrial wastewater, etc. under any environmental statute or regulation. Provide a copy of each federal and state permit, the applications for each permit.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information that is publicly available and/or outside its possession, custody, and control. Subject to and without waiving its Objections, upon information and belief, no permits were applied for or issued with respect to the Subject Facility during the Lease Period. By way of further answer, WMNY incorporates by reference documents publicly maintained and made available.

33. *Has the Company or any affiliate, contractor, or agent associated with the Company or an affiliate, or any individual associated with any of the foregoing ever been accused of any criminal violation in connection with any operation at the Facility. If so, describe the disposition of such accusation and provide details on such accusation.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control, and being unduly vague in failing to define "affiliate". Subject to and without waiving its Objections, WMNY responds that upon information and belief, the answer is No.

34. *Was a Notification of Hazardous Waste Activity ever filed with EPA or New York State for any activity at the Facility during the period that the Company or any affiliate owned or operated at the Facility. If so, provide a copy of such notification and the response given by EPA or New York State including the RCRA identification number assigned.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "affiliate", and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that with respect to the Subject Facility during the Lease Period, the answer is No.

35. *Did the Company or any affiliate ever have "interim status" under RCRA at the Facility? If so, and the Facility does not currently have interim status; describe the circumstances under which the Facility lost interim status.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "affiliate", and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that with respect to the Subject Facility during the Lease Period, the answer is No.

- 36. *Identify all state or city offices to which the Company has sent or filed hazardous substance or hazardous waste information. State the years during which such information was sent/filed.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague and overbroad in its request for "information," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that upon information and belief, during the Lease Period no hazardous substance or hazardous waste information was filed with any state or city offices relating to the Subject Facility.

- 37. *Has the Company or the Company's contractors, lessees, tenants, or agents ever contacted, provided notice to, or made a report to the New York State Department of Environmental Conservation or New York City Department of Environmental Protection or any other state or city agency concerning an incident, accident, spill, release, or other event involving the Facility or involving Newtown Creek? If so, describe each incident, accident, spill, release, or other event and provide copies of all communications between the Company or its agents and NYSDEC, NYCDEP, NYSDOH, NYCDOH or any other state or city agency.***

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that upon information and belief, with respect to the Subject Facility during the Lease Period, the answer is No.

Section 6.0 Facility Releases, Investigations and Remediation

- 38. *Identify all leaks, spills, or releases into the environment of any waste, including hazardous substances, pollutants or contaminants, industrial waste or petroleum that have occurred at or from the Facility. In addition, identify and provide copies of any documents regarding:***

a. the date of each releases;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that upon information and belief, with respect to the Subject Facility during the Lease Period, no releases occurred.

b. how the releases occurred, e.g. when the substances were being stored, delivered by a vendor, transported or transferred (to or from any tanks, drums, barrels, or recovery units), and treated;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 38(a).

c. the identity of the material released and the amount of each released;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 38(a).

d. where such releases occurred;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its objections, WMNY incorporates by reference its Response to RFI 38(a).

e. activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units

about the release and the remediation and the regulatory disposition concerning such release; and

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its objections, WMNY incorporates by reference its Response to RFI 38(a).

- f. identify all fires, explosions or other similar events that have occurred at the Facility during the Company's ownership or operation that required response either by a Facility employee or a New York City responder or that was the subject of a subsequent investigation by a New York City agency. Identify the location on a Facility map where each of the events occurred and identify the items that were combusted in whole or part, including, without limitation, hazardous substances, pollutants or contaminants, industrial waste or petroleum. Provide a copy of all reports of the event, whether such reports are the Company's private reports or are public reports in the Company's possession.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being vague in failing to define "other similar events", and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that with respect to the Subject Facility during the Lease Period, upon information and belief, no fires, explosions or similar events occurred.

- 39. Was there ever a spill, leak, release or discharge of waste, or process residue, including hazardous substances, pollutants, contaminants, industrial waste, or petroleum into any subsurface disposal system or floor drain inside or under a building on the Facility? If the answer to the preceding question is anything but an unqualified "no", provide details of each event and any communication with any federal, state or city regulatory body.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "subsurface disposal system", and as seeking information outside its possession, custody, and control. Subject to and without waiving its objections, WMNY responds that with respect to the

Subject Facility during the Lease Period, the Subject Facility did not utilize an onsite disposal system, and that there was no spill, leak, release or discharge of waste within the meaning of this RFI.

40. *Has any contaminated soil ever been excavated or removed from the Facility? Unless the answer to the preceding question is anything besides an unequivocal "no", identify and provide copies of any documents regarding:*

a. *Reason for soil excavation;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that upon information and belief, no soil was excavated or removed from the Subject Facility during the Lease Period.

b. *location of excavation presented on a map or aerial photograph;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 40(a).

c. *manner and place of disposal and/or storage of excavated soil;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 40(a).

d. *dates of soil excavation and amount of soil excavated;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody,

and control. Subject to and without waiving its objections, WMNY incorporates by reference its Response to RFI 40(a).

- e. all analyses or tests and results of analyses of the soil that was removed from the Facility;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its objections, WMNY incorporates by reference its Response to RFI 40(a).

- f. all confirmatory analyses or tests and results of analyses of the excavated area after the soil was excavated and removed from the area; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its objections, WMNY incorporates by reference its Response to RFI 40(a).

- g. all persons, including contractors, with information about (a) through (f) of this question.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 40(a).

- 41. Have you treated, pumped, or taken any kind of response action on groundwater under the Facility? Unless the answer to the preceding question is anything besides an unequivocal "no", identify and provide copies of any documents regarding:*

- a. reason for groundwater action;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY

specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that no response action on groundwater took place at the Subject Facility during the Lease Period.

- b. whether the groundwater contains or contained hazardous substances, pollutants, contaminants, industrial waste, or petroleum, what the constituents are or were which the groundwater contained, and why the groundwater contained such constituents;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 41(a).

- c. all analyses or tests and results of analyses of the groundwater;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 41(a).

- d. if the groundwater action has been completed, describe the basis for ending the groundwater action; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 41(a).

- e. all persons, including contractors, with information about (a) through (d) of this question.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the

scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 41(a).

42. *Was there ever a spill, leak, release or discharge of a hazardous substance, waste, or material into Newtown Creek from any equipment, structure, or activity occurring on, over, or adjacent to the Creek? If the answer to the preceding question is anything but an unequivocal "no", identify and provide copies of any documents regarding:*

a. *the nature of the hazardous substance, waste, or material spilled, leaked, released or discharged;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that to the best of its information and belief, no spill, leak, release or discharge of a hazardous substance into Newtown Creek occurred from the Subject Facility during the Lease Period.

b. *the dates of each such occurrence;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 42(a).

c. *the amount and location of such release;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 42(a).

d. *whether sheens were created on the Creek by the release; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY

specifically objects to this RFI as being vague, overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 42(a).

- e. whether there ever was a need to remove or dredge any solid waste, bulk product, or other material from the Creek as a result of the release? If so, please provide information and description of when such removal/dredging occurred, why, and where the removed/dredged materials were disposed.*

RESPONSE

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY incorporates by reference its Response to RFI 42(a).

- 43. Describe the purpose for, the date of initiation and completion, and the results of any investigations of soil, water (ground or surface), sediment, geology, hydrology, or air quality on or about the Facility. Provide copies of all data, reports, and other documents that were generated by the Company or any contractor or consultant, or by a federal or state regulatory agency related to the investigations that are described.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define "investigation," and as seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, no investigation of soil, water, sediment, geology, hydrology or air quality occurred at the Subject Facility during the Lease Period.

- 44. Describe any remediation or response actions that you or your agents or consultants have ever taken or are currently taking at the Facility, either voluntarily or as required by any state, local or federal entity. If not otherwise already provided under this Information Request, provide copies of all enforcement agreements with regulatory agencies pursuant to which such response actions were undertaken as well as all reports of investigations or cleanup activities on the Facility.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY

specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define “investigation,” and as being overbroad in seeking information outside its possession, custody, and control. Subject to and without waiving its Objections, no remediation or response actions were taken at the Subject Facility during the Lease Period.

45. *State whether you are planning to perform any investigations of the soil, water (ground or surface), geology, hydrology, and/or air quality on or about the Facility? If so, identify: the purpose, nature, and scope of such investigations and the dates when you plan to undertake such investigations.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as being unduly vague in failing to define “investigation.” Subject to and without waiving its Objections, the answer is No.

46. *Provide a copy of all environmental investigation reports of the Facility including investigations undertaken at the times of acquisition and transfers of the Facility by the Company.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), as being unduly vague in failing to define “investigation” and as seeking business confidential information and information outside its possession, custody, and control. Subject to and without waiving its Objections, WMNY responds that it will produce representative documents in its possession to the extent responsive, not unduly burdensome, and properly within the scope of this RFI.

Section 7.0 Compliance with this Request and Financial Information

47. *Persons and Sources Consulted in Your Response: Identify all persons, other than counsel, that the Company consulted, and all sources that the Company reviewed in responding to this request, including, but not limited to:*
- a. *the names of persons consulted, the contact information for such person, and if the person is a current or former employee, the job title and responsibilities for such persons and the dates of employment, and identify which questions the person was consulted about; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad. Subject to and without waiving its Objections, WMNY states that the persons listed below were consulted in responding to the RFI:

Jay A. Kaplan
Manager - Environmental Protection
Waste Management
123 Varick Avenue
Brooklyn, NY 11237

Debra Kopsky
Paralegal - Health, Safety & Environment
Waste Management
720 E. Butterfield Road
Lombard, IL 60148

Deborah Nendick
Senior Manager - Real Estate
Waste Management
720 E. Butterfield Road
Lombard, IL 60148

Molly Escalante
Paralegal
Waste Management
1001 Fannin Street
Houston, TX 77002

Karen L. Osilka
Senior Paralegal
Waste Management
100 Brandywine Blvd., 3rd Floor
Newtown, PA 18940

Brendan Sheehan
Director – Real Estate
Waste Management
720 E. Butterfield Road
Lombard, IL 60148

Tara Hemmer
President
Waste Management of New York, LLC
107 Silvia Street
Ewing, NJ 08628

Jess Ziccarello
Director - Green Team
Waste Management
1001 Fannin, Suite 4000
Houston, TX 77002

b. a description and the location of where all sources reviewed are currently located, and the questions to which such sources relate.

RESPONSE:

WMNY incorporates by reference its General Objections. Subject to and without waiving its Objections, WMNY states that the locations of sources reviewed in preparation of this Response included but are not limited to: 123 Varick Avenue, Brooklyn, NY; 1001 Fannin Street, Houston, TX; 100 Brandywine Blvd, 3rd Floor, Newtown, PA; and 720 E. Butterfield Road, Lombard, IL. WMNY reserves the right to amend and/or supplement this Response as its investigation continues and as additional information becomes available.

48. Identify all individuals who currently have and those who have had responsibility for the Company's environmental matters (e.g. responsibility for the disposal, treatment, storage, recycling, or sale of the Company's wastes). Also provide each such individual's job title, duties, dates performing those duties, supervisors for those duties, current position or the date of the individual's resignation, and the nature of the information possessed by such individuals concerning the Company's waste management.

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking business confidential information.

49. Financial Information: Provide a copy of the Company's certified annual financial statements for each of the most recent three years.

RESPONSE:

WMNY incorporates by reference its General Objections. Subject to and without waiving its Objections, WMNY reserves the right to amend and/or supplement this Response as its investigation continues and as additional information becomes available.

50. Insurance and Indemnification:

a. Provide a schedule of liability insurance policies that provided coverage for the Company with respect to the Facility. Please list all policies from

the Company's initial ownership or initial operation of the Facility to the current date, showing the insured, insurer, broker or agent from whom you procured such insurance (if any), policy number, effective dates of the policy, and liability limits. Provide a copy of the Declaration Page for each such insurance policy. For any insurance policy that the Company no longer has in its possession, provide a copy of relevant records tending to show the existence of such policy;

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking business confidential information and information outside its possession, custody, and control.

- b. Provide a schedule of casualty insurance policies since the time of initial ownership or operation of the Facility, with the same information called for in the previous subparagraph that may provide coverage for cleanup of the Facility;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking business confidential information and information outside its possession, custody, and control.

- c. Has the Company made claims under any policy in connection with environmental liability or environmental casualty in connection with the Facility? If the Company has ever made such a claim, provide a copy of all notices and correspondence in connection with such claim, and state the disposition of such claim;*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking business confidential information and information outside its possession, custody, and control.

- d. Identify each entity that may have a duty to indemnify the Company for any potential liability in connection with the Facility or the Site, identify the circumstances giving rise to the indemnity, and provide a copy of any document that reflects a requirement to indemnify the Company; and*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking business confidential information and information outside its possession, custody, and control.

- e. Identify each entity that the Company has agreed to indemnify for any potential liability in connection with the Facility or the Site, identify the circumstances giving rise to the indemnity and provide a copy of any document that reflects a requirement to indemnify by the Company.*

RESPONSE:

WMNY incorporates by reference its General Objections. Additionally, WMNY specifically objects to this RFI as being overbroad, unduly burdensome and outside the scope of 42 U.S.C. § 9604(e), and as seeking business confidential information and information outside its possession, custody, and control.

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS AGREEMENT, made and entered into on this 31st day of May, 2000, by and between Waste Management of New Jersey, Inc., successor-by-merger to New York Acquisition Sub, Inc., with an office at 175 Varick Avenue, Brooklyn, New York 11237 hereinafter called "First Part", M. Fine Lumber Co., Inc., a New York corporation, with an office at 175 Varick Avenue, Brooklyn, New York, hereinafter called "Second Part", and Constance Cincotta, as Lessor.

WITNESSETH:

That the First Part for good and valuable consideration to him in hand paid simultaneously with the execution and delivery of these presents by the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, set over and delivered, and by these presents does grant, bargain, sell, assign, transfer, set over and deliver unto the Second Part, all of his right, title and interest in a certain lease on the property situate, lying and being in Kings County, New York, to-wit: Lease dated as of October 1, 1994 between Constance Cincotta, as Lessor, and originally with Francisco D'Amico, as Lessee (the "Original Lease"). Lessee's interest in such Lease was assigned to 232 Gardner Ave. Corp. ("232 Corp."), on June 27, 1995 (the "First Assignment"), and, simultaneously therewith, 232 Corp. entered into a sublease for the premises (the "Sublease") with Star Recycling, Inc. ("Star"). First Part, 232 Corp., Star and Lessor all entered into that certain "Consent to Assignment, Estoppel Certificate and Assumption Agreement dated March 1, 1996, by which 232 Corp. and Star assigned, and First Part assumed, all of 232 Corp. and Star's obligations under the Lease (the "Second Assignment", and with the Original Lease, First Assignment and Sublease collectively, the "Lease"), covering leased premises known and designated as 1301 Metropolitan Avenue, Brooklyn, New York, which Lease is attached hereto as Exhibit A. First Part's interest in the leased premises is being transferred and assigned in its "AS IS" condition, without representation or warranties of any kind by, or recourse to, the First Part.

TO HAVE AND TO HOLD the same unto the Second Part, its successors and assigns for the full term of said Lease, together with the security deposit held by the Lessor under the Lease pursuant to Articles 27 and 73 thereof, in the sum of [REDACTED]. In exchange for the assignment by First Part to Second Part of such security deposit held Lessor, Second Part agrees to pay [REDACTED] directly to First Part.

1. The First Part hereby represents unto the Second Part, and he does covenant and agree with the Second Part as follows:

(a) First Part is the owner of the Lessee's interest in and to the Lease and has full power and lawful authority to effect the sale and transfer thereof as herewith done; and

(b) That the Lease is outstanding and in full force and effect, and that the within instrument does transfer the ownership of the Lessee's interest in the Lease, together with the security deposit aforesaid, unto the Second Part; and

(c) That the term of the Lease is for 20 years, commencing April 1, 1994 to March 31, 2014; and

(d) That the First Part as Lessee under the Lease, is not in default under any of the terms, conditions and provisions contained in the Lease on the part of the Lessee to be kept and performed.

(e) The rent from 4/1/94 to 3/31/96 is [REDACTED] per annum and from 4/1/96 to 3/31/99 is \$[REDACTED] per annum and thereafter until the expiration the annual rent shall increase [REDACTED] per annum.

2. Second Part expressly accepts and assumes all of the terms, covenants and conditions in the Lease contained to be kept and performed by the Lessee, from and after the date of this Agreement.

3. First Part and Second Part acknowledge that First Part will remain secondarily liable under the terms of the Lease until March 31, 2014 pursuant to the following terms and conditions:

(a) Second Part will name First Part as an additional insured on all policies of insurance procured by Second Part to be issued in forms and by insurance carriers reasonably acceptable to First Part and Lessor, and consistent with the requirements set forth under the Lease;

(b) Second Part agrees to provide First Part with copies of all notices received under the Lease and agrees and acknowledges that First Part may, from time to time, monitor Second Part's compliance with the terms of the Lease;

(c) Second Part shall not assign, sublet, mortgage or allow others to use the leased premises or the Lease without First Part's prior written consent, which consent shall not be unreasonably withheld or delayed, and shall not use or permit or suffer the use of the leased premises for any other business or purpose, other such use currently permitted under the Lease; and

(d) The obligations of the parties under this Section will in no event extend beyond March 31, 2014, regardless of any renewal options currently existing under the Lease or any subsequent amendments or modifications by the parties to the Lease.

4. The Lessor hereby consents to the assignment under this Agreement and represents and warrants to First Part and Second Part as follows:

(a) The Lease is in full force and effect and has not been amended, modified or supplemented;

(b) Payments under the Lease have been made through May 31, 2000, and no advance payments or prepayments have been made;

(c) It has no knowledge of any event of default has occurred and is continuing under the Lease and no condition exists that, with a giving of notice, the lapse of time or the happening of any further event would become a default or permit early termination under the Lease;

(d) It has no knowledge of any defenses, setoffs or counterclaims in favor of the Lessor against enforceability of the obligations to be performed by the Lessor under the Lease;

(e) The Lease covers that premises known as Block 2948, Lot 85, and known by the street address of 1301 Metropolitan Avenue, Brooklyn, New York; and

(e) The use of the premises set forth in the Lease for "disposing/recycling of waste material and related office space" is hereby supplemented to include the use of the premises as a lumber company.

5. Lessor agrees that, upon the occurrence of a default under the Lease, the Lessor will send to the First Part written notice of such default ("Default Notice") specifying the action to be taken to cure such default at the same time such notice is sent to the Lessee. Lessor shall give such Default Notice to the First Part at 175 Varick Avenue, Brooklyn, New York 11237, Attention: Michael O'Friel; with a copy to Winston & Strawn, 35 West Wacker Drive, Chicago, Illinois 60601, Attention: Dale Tauke, Esq., or at such other address as the First Part shall designate to Lessor in writing.

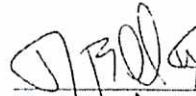
6. Lessor agrees that it will accept the cure by the First Part of the default specified in a Default Notice and such default will be deemed cured: (a) with respect to a default involving the payment of a sum of money only, if the First Part, at its option, will pay or cause to be paid such sum within thirty days after receipt of the Default Notice relating thereto, or (b) with respect to any non-monetary default, if the First Part, at its option, will cure or cause to be cured such default within thirty days after receipt of the Default Notice relating thereto, provided, however, that if such default is of a nature that is not susceptible to cure within such thirty day period, Lessor shall not exercise its rights and remedies under the Lease if the First Part shall, prior to the expiration of such thirty day period, commence or cause to be commenced the cure thereof and diligently prosecutes such cure to completion. The foregoing shall not be deemed to be an agreement by, or impose an obligation on, the First Part to act to cure any such default, but the First Part, at its option and in its sole discretion, may cure any such default.

7. Second Part shall indemnify, defend and hold First Part harmless from and against any claim, demand, cause of action, charge, judgment, damage, liability, cost or expense (including, without limitation, reasonable attorneys' fees and legal costs) arising out of the breach of any covenant of the Lease accruing on or after the date of this assignment.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals at
the seals at the place, on the day and hear hereinabove written.

WASTE MANAGEMENT OF NEW JERSEY, INC.
Successor-by-merger to
NEW YORK ACQUISITION SUB, INC.

By:



First Part Auth. Sign.

M. FINE LUMBER CO., INC.

By:



Second Part

LESSOR

Constance Cincotta

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the 31st day of May in the year 2000, before me, the undersigned, personally appeared Thomas E. Durkin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Notary Public, State of New York
Qualified in the County of Westchester
Commission Expires March 23, 2001

On the 31st day of May in the year 2000, before me, the undersigned, personally appeared Louis M. O., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

MARJORIE MAXIN ELLIS
NOTARY PUBLIC, State of New York
No. 01EL4779256
Qualified in Bronx County
Commission Expires Oct. 31, 200 1

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 2000, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ____ executed the same in ____ capacity, and that by _____ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals at the seals at the place, on the day and hear hereinabove written.

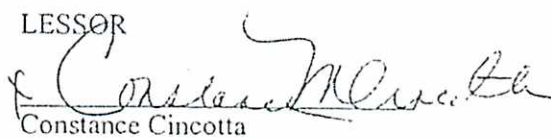
WASTE MANAGEMENT OF NEW JERSEY, INC.
Successor by merger to
NEW YORK ACQUISITION SUB, INC.

By: _____
First Part

M. FINE LUMBER CO., INC.

By: _____
Second Part

LESSOR


Constance Cincotta

STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

On the 15th day of MAY in the year 2000, before me, the undersigned, personally appeared CONSTANCE M. CINCOIA personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Alfred E. Barenholtz
NOTARY PUBLIC

ALFRED E. BARENHOLTZ
Notary Public, State of New York
No. 01BA6026841
Qualified in Queens County
Commission Expires June 21, 2001

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 2000, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ____ executed the same in ____ capacity, and that by _____ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 2000, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ____ executed the same in ____ capacity, and that by _____ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A
[The Lease]

201001.01

42. The landlord represents that the demised premises are zoned by the City of New York as M3-1 and that its use of the premises as contemplated herein is permitted.

43. The tenant agrees to procure and pay for fire insurance in at least the sum of [REDACTED] to cover the buildings now or hereafter erected on the demised premises. The landlord shall be a named insured. The tenant shall commence to pay premiums for such fire insurance as of possession and provide proof as set forth in Paragraph 45.

44. The demised premises are the easterly part of a larger tract of land owned by the landlord. Attached hereto and deemed a part hereof is a diagram of the leased premises, the several distances and dimensions being more or less.

45. The tenant shall procure for the benefit of the landlord, and maintain the same in full force and effect throughout the term of this lease, a liability policy in and about the premises, and ingress to and egress from said premises with limits of [REDACTED] per occurrence for bodily injury and \$[REDACTED] occurrence for property damage and shall deliver to the landlord a policy therefor with evidence of paid premium, within thirty (30) days hereof and annually thereafter.

46. The tenant shall, without charge, at any time and from time to time, within 20 days after request by landlord, but no more than two (2) times a year certify by written instrument, duly executed and acknowledged and delivered to any mortgagee, assignee of any mortgage or purchaser, or any proposed mortgage, assignee of any mortgage or purchase, or any person, firm or corporation specified by landlord, the following:

(a) That this lease has not been modified and is in full force and effect (or, if there has been a modification, that the lease is in full force and effect as modified and stating the modifications);

(b) Whether or not there are then existing any offsets or defenses against the enforcement of any of the agreements, terms, covenants and conditions hereof upon the part of the tenant to be performed or complied with (and, if so, specify the same);

(c) The dates, if any, to which the rent and additional rent and other charges hereunder have been paid in advance.

47. All rent and additional rent and other payments required to be paid by tenant to landlord shall be paid to landlord at the aforementioned address of landlord or such other address as landlord may by notice direct. or shall be paid, in whole or in part, to such persons, firms and/or corporations as landlord may be

P.A.
CC

notice to tenant direct.

48. Wherever by the terms of this lease tenant is obligated to pay any sum or sums of money are deemed to be additional rent, payable in the manner herein specified, and for the non-payment thereof the landlord shall have the same rights and remedies provided for herein and at law for the non-payment of rent.

49. Supplementing paragraph "TENTH" hereof, this lease shall be subject and subordinate to any mortgage provided that the landlord shall first obtain from such mortgagee a written agreement reasonably acceptable to tenant whereby the tenant shall not be disturbed in the event of any foreclosure so long as the tenant shall fully and faithfully pay the rent and make all other payments pursuant to the terms of the lease and fully and faithfully comply with all other terms, covenants, conditions and provisions on the part of the tenant to be done and complied with, as provided in this lease. The landlord represents that there are no mortgages at the time of the execution of this lease.

50. All notices shall be given by certified mail and shall be directed to the address given above or any other address designated by either of the parties hereto in writing plus duplicate notices to the tenant's attorney.

51. The said premises are hereby leased subject to the covenants and conditions as follows:

Zoning regulations of the federal government and ordinances of the City of New York, to enter upon and take possession of, without compensation, land lying below mean highwater mark of Newton Creek.

Rights of the People of the State of New York or the City of New York in those portions of premises under waters of Newton Creek.

All restrictions, regulations and statutes of any and all federal, state and municipal authorities having jurisdiction and amendments and additions thereto.

Violations of law, ordinances, orders or requirements, if any, noted in or issued by a federal, state or municipal department or authority having jurisdiction as the same may exist on the date of the commencement. See Paragraph 65.

Covenants, restrictions, easements, reservations and conditions of record, if any, provided same do not prevent the use of the premises for the purposes stated herein.

All utility and railroad easements, agreements and consents provided they do not prohibit the use of the premises as

P.S.
CC

, 1994
fran.les

RIDER ATTACHED TO AND FORMING A PART OF
LEASE DATED *April 3, 1994*, BETWEEN
P.D. Constanta Cynasta, LANDLORD, AND
FRANCISCO D'AMICO, AS TENANT, RE PREMISES,
1301 METROPOLITAN AVENUE, BROOKLYN, NEW YORK

36. The tenant has the right and is hereby given permission to remove and dispose of any and all existing structures, machinery and equipment now located on the Demised Premises (without compensation to landlord) and erect any structures on demised premises it deems advisable or necessary, all at its own cost and expense. In so doing, should any plans be required to be approved by any city or governmental authority, tenant shall have such plans prepared and approved, and should a certificate of occupancy be required in any city or governmental authority, same shall be obtained by the tenant at its own cost and expense. Any such new structures shall be deemed part of the real estate provided it constituted a non-removable fixture.

37. Any and all electrical work which may be required by the tenant in connection with its business shall be done by the tenant at its own cost and expense with duly licensed electrical contractors and if Board of Fire Underwriters Certificates are required by law or for insurance purposes tenant shall obtain same.

38. The tenant shall at its own cost and expense furnish its own fuel, heat and hot water and furnish its own heating units or additional units or system for heat and hot water, all in compliance with municipal and/or governmental authority.

39. The tenant shall do all painting at its own cost and expense.

40. The tenant shall pay all water and sewer rent charges for water used in said premises. The tenant shall also pay an sewer surcharges, which may be imposed by the City of New York by reason of the nature of its business and provide to landlord proof of payment semi-annually.

41. During the term of this lease, the tenant shall pay to the landlord, as additional rent, within thirty (30) days after written demand therefor, the yearly amount of real estate taxes affecting the entire tax lot 85, block 2948, of which these premises are a part, beginning with the fiscal year 1993/94. Such yearly tax is now payable in semi-annual installments. Therefore, tenant shall pay to the landlord, as aforesaid, one-half (1/2) of the taxes by January 1 and the remaining yearly balance by July 1 of each year commencing January 1, 1994.

provided for herein.

52. The tenant and landlord each represent that no broker brought about this lease.

53. It is understood and agreed that the premises herein shall not be used for the following purpose of Electrical transmitting and/or transfer stations.

54. A. The tenant covenants at its own cost and expense to make any and all repairs or replacements, ordinary or extraordinary, structural (due to the negligence of the tenant) or otherwise seen or unforeseen, necessary to keep in good physical order and condition the improvements to be thereafter erected on the premises, inside and outside, including but not limited to repairs to foundations, walls, floors, roofs, ceilings, sidewalks, existing or subsequently installed, storm drains, water and sewer connections, gas pipes, wires or conduits for electricity and fixtures and equipment, such repairs or replacements to be at least equal in quality of materials and workmanship to such improvements as originally constructed. Tenant shall not use nor be responsible for the maintenance in any manner or fashion of the docks, retaining walls, cribbage, bulkheading or any other item or structure pertaining to that portion of the demised premises that abuts, any body of water unless tenant uses or damages same.

B. On the last day of the term herein defined, or the sooner termination thereof, including, without limitation, termination by the landlord for any default in or breach of this lease by the tenant pursuant to the terms hereof, the tenant shall peaceably and quietly leave, surrender and yield up unto the landlord the demised premises together with the buildings and improvements thereafter erected thereon, clean, in good order and repair, reasonable wear and tear excepted, and shall also perform any covenant contained herein for improving, restoring or rebuilding all or any part of any improvement on the premises and in lieu of such performance, pay the costs thereof.

C. The tenant on or before such date shall remove all property owned by it from the premises and all property not so removed shall be deemed abandoned and shall remove or cause to be removed all debris or waste. If such premises be not surrendered at the end of the term or any renewal thereof, the tenant shall indemnify the landlord against all liability or loss resulting from delay by the tenant in so surrendering the premises. The landlord shall not be obligated to pay any sum of money whatsoever to the tenant on account of said buildings or improvements so surrendered unless same is damaged by any negligence of the landlord or his agents.

55. Before the tenant shall make an structural improvements tot he premises the tenant shall submit to the landlord plans and

P.A.
E.C.

specifications for any such improvements to be made to the demised premises for the landlord's approval, which approval by the landlord shall not be unreasonably withheld.

56. Should the lessee of the westerly portion of said tax lot 85, block 2948 (the demised premises being the easterly portion) erect any new structure or new building which increases the assessed valuation of said tax lot, the tax increase caused directly as a result of such new structure or new building shall be paid by the landlord.

57. The tenant herein is fully familiar with the physical condition of the premises and the tenant hereby accepts the same in their present condition. Landlord represents that other than the violations set forth in Paragraph 65 there are no other violations on the property.

58. Tenant agrees to commence clean up of the premises within thirty (30) days by removing hundreds of yards of accumulated deposits of concrete and any other debris. This clean up must be completed within three (3) months of the date of this lease, said clean up to commence immediately upon execution of this lease.

59. The tenant shall neither encumber nor obstruct the sidewalk, or areas, if any, in front of the building or the entrance to the building nor allow the same to be obstructed or encumbered in any manner in violation of the law. Tenant shall, at tenant's expense, keep the sidewalk in front of the premises free of snow and ice and any and all debris. In the event the said tenant fails to keep the said environs in good condition and free from accumulation of debris and snow, or otherwise, then the landlord shall be entitled to enter upon the said premises, upon twenty-four hours notice to the tenant and clean and remove debris, which said costs and expense shall be added to the rent payable hereunder, and default in payment thereof to be treated at the option of the landlord as non-payment of rent. The tenant shall be responsible for the repair of any damages caused as a result of vandalism or break-ins or attempted break-ins unless caused by the negligence of the landlord or his agents.

60. In the event a summary proceeding is commenced by the landlord or his successors and assigns, for non-payment of rent during any part of the term hereunder, then the landlord shall be entitled to reasonable attorneys' fees not to exceed Five thousand (\$5,000.00) Dollars and claimed thereon as added rent in default and such attorneys' fees may be added to the amount demanded in any such summary proceedings. A summary proceeding shall be deemed to have been commenced hereunder upon service of petition and procepect upon the tenant. Such legal expense shall be payable together with the amount of the rent due for the succeeding month's rent. This clause shall be applicable to any assignee of the tenant hereunder as well as the tenant. The tenant will also have the same right

under this paragraph.

61. The tenant agrees to withhold any claim, counter-claim or set-off in any action or proceedings to recover rent or possession of the demised premises or in any other action or proceeding instituted by the landlord in connection with this lease, the demised premises or tenant's tenancy, it being agreed that any such claim, counter-claim or set-off shall be prosecuted by the tenant in an independent, separate action. In addition, the tenant waives and will waive all right to trial by jury in any such summary proceedings hereafter instituted by the landlord against the tenant, in respect to the demised premises or in any action brought to recover rent or damages hereunder.

62. From and after the commencement dates of this Lease, Tenant agrees to comply with all ordinances, whether they be federal, state or city, covering the use of the premises by the tenant. It shall be the tenant's sole responsibility to remove any and all violations within sixty (60) days of receipt of written notice of same at its own cost and expense, unless (a) said violation cannot reasonably be removed within said period, in which event Tenant shall promptly commence and diligently pursue curing same or (b) tenant contests the imposition of said violation and diligently pursue same.

63. Landlord represents that there are three violations (the "Violations") affecting the demised premises, as set forth on Exhibit "A" hereto. Tenant agrees to "cure" said violations to the extent that they can be cured by Tenant's removal or renovation of the existing structures and building of new structures. Tenant shall have no further obligations with respect to the Violations and Landlord shall be responsible for and pay any and all fines and/or penalties assessed, due or owing by reason of the Violations. Landlord shall indemnify, keep and save Tenant free and harmless of and from any and all violations that are filed against the demised premises arising out of any acts occurring in, on or about the demised premises prior to Tenant possession thereof.

64. If there is any conflict between the terms set forth in this rider and the terms of the master preprinted lease the terms set forth in this rider shall prevail.

65. Tenant must comply with any local, state or federal agency permitting the tenant to operate premises for the use set forth herein. In addition, tenant must comply with any and all bonding requirements of said agencies and, further, provide copies of said bonds at the time of the execution of this lease. Said bond must name this property and a copy of same delivered to landlord before taking possession.

66. The landlord agrees to forthwith remove the tanks (by no later than April 30, 1994) and the tenant from that portion of the premises presently occupied by said tenant on a month to month tenancy. Any rent collected during said period shall be contributed to tenant towards payment of taxes and Tenant's rent shall be equitably pro-rated. If tenant in possession is not removed within four months, Tenant's period of free-rent shall be extended by one (1) additional month.

67. The tenant shall have an option to extend this lease for a period of ten (10) years at a rental to be increased by three (3%) percent for each year of the ten (10) year period, providing that the tenant notifies the landlord six (6) months prior to the expiration of this lease by certified mail of tenant's intent to exercise this ten (10) year option.

68. A memorandum of this Lease may be recorded in the Office of the Clerk and/or registrar of the County in which the demised premises are located. Landlord shall cooperate in the execution of any such memorandum.

69. The Tenant shall have the right to bring a proceeding for reduction of assessed valuation provided the same is done at the sole cost and expense of the Tenant. Landlord will cooperate by signing any required forms. Landlord shall promptly notify Tenant of any increase in the assessed valuation of the Premises or any increases in Taxes affecting the Premises; advise Tenant whether Landlord is commencing a proceeding to abate any such increase and if not, Tenant may pursue such relief; and such timely notice to Tenant shall be a condition precedent to Tenant paying any such increases.

70. (A) Tenant may assign his entire interest under this Lease or sublet a portion thereof only upon the Landlord's written consent, which consent shall not be unreasonably withheld or delayed beyond ten (10) days. In the event of an assignment or subletting of the Lease, it shall be upon the following terms and conditions:

1. Such assignment or subletting shall be in writing, duly executed and acknowledged by the Tenant in proper form for recording.

2. At the time of such assignment or subletting, the Lease shall be in full force and effect, without any breach or default thereunder on the part of the Tenant, provided the Tenant has received written notice of any such default and failed to cure or taken reasonable steps to cure same.

3. The Assignee or Sublessee shall assume by written recordable instrument the due performance of all of the Tenant's obligations under the Lease, including any accrued obligation at the time of the assignment.

L.A.
CC

4. A duplicate original of the assignment and assumption agreement or sublease fully executed and acknowledged by the parties shall be mailed to the Landlord at the address mentioned hereby by certified mail, return receipt requested, within ten (10) days from the execution of such assignment or subletting.

5. Such assignment or subletting shall be subject to all provisions, terms, covenants and conditions of this Lease, and the Tenant and any assignee shall continue to be and remain liable thereunder.

6. Tenant's affiliates, subsidiaries or related companies may use and occupy the Demised Premises without obtaining the landlord's consent.

(B) The foregoing notwithstanding, Tenant may sublet up to one-third (1/3) of the Premises to a third party in the same or similar business as Tenant without obtaining Landlord's written consent.

71. (a) In the event that twenty-five (25%) percent or more of either the Demised Premises shall be taken or condemned, and if Tenant shall determine in good faith and certify to Landlord that because of such taking, continuance of its business would be uneconomical, Tenant may at any time either prior to or within a period of sixty (60) days after the date when possession of such portion of the Demised Premises shall be taken by the condemning authority elect to terminate this Lease. In the event that Tenant shall fail to exercise any such option to terminate this Lease, or in the event that less than twenty-five (25%) percent of both the Demised Premises shall be taken or condemned under circumstances under which Tenant will have no such option, then, and in either of such events, Landlord shall alter or restore the Demised Premises at Landlord's expense, to the extent reasonably possible of the same use as that which was in effect immediately prior to such taking, and the net annual rent thereafter payable during the Term shall be equitably Prorated.

(b) In the event of any taking of the whole of the Demised Premises, or any part or parts thereof, by any power or authority having the right to take the same by condemnation, eminent domain, or otherwise, the amount awarded for the whole or part of the Demised Premises shall be paid to the Landlord, and the Tenant may make a claim with report to the improvements made upon the Demised Premises by Tenant.

72. Tenant may assign this Lease to a corporation to be formed and upon such assignment tenant shall be released from all liabilities under this Lease as of the date of this Lease. Tenant shall notify Landlord, in writing, of such assignment pursuant to this paragraph.

73. Tenant shall place with Landlord as Security pursuant to paragraph 27th of the printed portion of the Lease the sum of [REDACTED] Dollars payable as follows: [REDACTED] on 4/1/95 and [REDACTED] on 10/1/95.

Constante Cordero
Constante Cordero Landlord
Francisco D'Amico
FRANCISCO D'AMICO,

P.A.
C.C.

COLLATERAL RE-ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS AGREEMENT, made and entered into on this 27th day of June, 1995, by and between Star Recycling, Inc., hereinafter called "First Part" and 232 Gardner Ave. Corp., with an office at 232 Gardner Avenue, Brooklyn, New York, hereinafter called "Second Part".

W I T N E S S E T H :

That the First Part for good and valuable consideration to him in hand paid simultaneously with the execution and delivery of these presents by the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, set over and delivered, and by these presents does grant, bargain, sell, assign, transfer, set over and deliver unto the Second Part, all of his right, title and interest in a certain lease on the property situate, lying and being in Kings County, New York, to-wit: Lease dated as of October 1, 1994 between Constance Cincotta, as Lessor, and originally with Francisco D'Amico, which was assigned to the First Part on June 1, 1995, as Lessee covering premises known and designated as 1301 Metropolitan Avenue, Brooklyn, New York (the "Lease"), said Lease being previously assigned to the Second Part by Francisco D'Amico by Assignment dated June 1, 1995. This Assignment of Lease herein, dated June 27, 1995, is entered into as collateral pursuant to an Agreement between the First Part and 4 Recycling, Inc., Black Bull Carting, Inc., Aries Trucking, Inc., On Time Container Service, Ltd., and Cat Excavation & Demolition, Inc., dated June 27, 1995, and is to be held in escrow according to the terms of said Agreement.

TO HAVE AND TO HOLD the same unto the Second Part, its successors and assigns for the full term of said Lease, together with the security deposit held by the Lessor under the Lease pursuant to Articles 27 and 73 thereof, in the sum

The First Part hereby represents unto the Second Part, and he does covenant and agree with the Second Part as follows:

(a) First Part is the owner of the Lessee's interest in and to the Lease and has full power and lawful authority to effect the sale and transfer thereof as herewith done; and

(b) That the Lease is outstanding and in full force and effect, and that the within instrument does transfer the ownership of the Lessee's interest in the Lease, together with the security deposit aforesaid, unto the Second Part; and

(c) That the term of the Lease is for 20 years, commencing April 1, 1994 to March 31, 2014; and

(d) That the First Part as Lessee under the Lease, is not in default under any of the terms, conditions and provisions contained in the Lease on the part of the Lessee to be kept and performed.

(e) The rent from 4/1/94 to 3/31/96 is [REDACTED] per annum and from 4/1/96 to 3/31/99 is [REDACTED] per annum and thereafter until the expiration the annual rent shall increase [REDACTED]

Second Part expressly accepts and assumes all of the terms, covenants and conditions in the Lease contained to be kept and performed by the Lessee, from and after the date of this Agreement.

The Lessor hereby releases Francisco D'Amico and the First Part from all liability under the Lease and acknowledges that the Lease is in full force and effect without default and consents to this Assignment.

WITNESSETH

FROM : BROOKLYN MASON SUPPLY

PHONE NO. : 718 434 6987

Mar. 27 2000 04:44PM PS

RCV BY: JOSEPH A SCHUBIN

; 6-26-95 ; 4:58PM ;

2128953575

718924737: 5

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals at the place, on the day and year hereinabove written.

Consented to:

STAR RECYCLING, INC.

Constance Cincotta By: _____
Constance Cincotta, Lessor

First Part,

232 GARDNER AVENUE CORP.

Witnesses:

By:

Joseph Zaccarelli
Second Part, Joseph Zaccarelli

STATE OF NEW YORK, COUNTY OF

ss:

On this ____ day of _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and state that he resides at _____; that he is the _____ of STAR RECYCLING, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK, COUNTY OF

ss:

On this ____ day of _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and state that he resides at _____; that he is the _____ of 232 GARDNER AVENUE CORP., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

NC09163

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS AGREEMENT, made and entered into on this 27th day of June, 1995, by and between 232 Gardner Ave. Corp., hereinafter called "First Part" and Star Recycling, Inc., with an office at 232 Gardner Avenue, Brooklyn, New York, hereinafter called "Second Part".

W I T N E S S E T H :

That the First Part for good and valuable consideration to him in hand paid simultaneously with the execution and delivery of these presents by the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, set over and delivered, and by these presents does grant, bargain, sell, assign, transfer, set over and deliver unto the Second Part, all of his right, title and interest in a certain lease on the property situate, lying and being in Kings County, New York, to-wit: Lease dated as of October 1, 1994 between Constance Cincotta, as Lessor, and originally with Francisco D'Amico, which was assigned to the First Part on June _____, 1995, as Lessee covering premises known and designated as 1301 Metropolitan Avenue, Brooklyn, New York (the "Lease").

TO HAVE AND TO HOLD the same unto the Second Part, its successors and assigns for the full term of said Lease, together with the security deposit held by the Lessor under the Lease pursuant to Articles 27 and 73 thereof, in _____.

The First Part hereby represents unto the Second Part, and he does covenant and agree with the Second Part as follows:

(a) First Part is the owner of the Lessee's interest in and to the Lease and has full power and lawful authority to effect the sale and transfer thereof as herewith done; and

(b) That the Lease is outstanding and in full force and effect, and that the within instrument does transfer the ownership of the Lessee's interest in the Lease, together with the security deposit aforesaid, unto the Second Part; and

(c) That the term of the Lease is for 20 years, commencing April 1, 1994 to March 31, 2014; and

(d) That the First Part as Lessee under the Lease, is not in default under any of the terms, conditions and provisions contained in the Lease on the part of the Lessee to be kept and performed.

(e) The rent from 4/1/94 to 3/31/96 is _____ per annum and from 4/1/96 to 3/31/99 is _____ per annum and thereafter until the expiration the annual rent shall increase _____ per annum.

Second Part expressly accepts and assumes all of the terms, covenants and conditions in the Lease contained to be kept and performed by the Lessee, from and after the date of this Agreement.

The Lessor hereby releases Francisco D'Amico and the First Part from all liability under the Lease and acknowledges that the Lease is in full force and effect without default and consents to this Assignment.

FROM : BROOKLYN MASON SUPPLY

PHONE NO. : 718 434 6987

Mar. 27 2000 04:48PM P7

RCV BY: JOSEPH A SCHUBIN

; 8-28-95 ; 4:55PM ;

2128953575-

7188924737:W 3

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals at the place, on the day and year hereinabove written.

Agreed and Consented to:

232 GARDNER AVE. CORP.

Constance Cincotta

Lessor

First Part,

STAR RECYCLING, INC.

Witness

Second Part

STATE OF NEW YORK, COUNTY OF

ss:

On this ____ day of _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and state that he resides at _____; that he is the _____ of STAR RECYCLING, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK, COUNTY OF

ss:

On this ____ day of _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and state that he resides at _____; that he is the _____ of 232 GARDNER AVENUE CORP., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

NC09165

MAR 1 '96 19:49 FROM

TO 537#17184172302# PAGE.006

Constance Cincotta's Copy

Consent to Assignment, Estoppel Certificate and Assumption Agreement

THIS CONSENT TO ASSIGNMENT, ESTOPPEL CERTIFICATE AND ASSUMPTION AGREEMENT is dated 3/1/96 1996 and is between New York Acquisition Sub, Inc. ("Assignee"), a Delaware corporation and a direct wholly-owned subsidiary of WMX Technologies, Inc., 232 Gardner Ave. Corp. ("232 Corp."), Star Recycling, Inc. ("Star") and Constance Cincotta ("Consenting Party").

WHEREAS, Consenting Party has entered into that certain lease having a commencement date of April 1, 1994 between Consenting Party, as landlord, and Francis D'Amico, as tenant, which interest in the Lease was subsequently assigned from Francis D'Amico to 232 Corp. (the "Lease");

WHEREAS, 232 Corp. has entered into that certain sublease dated June 27, 1995, between 232 Corp., as sublandlord, and Star, as subtenant (the "Sublease");

WHEREAS, Star is proposing to sell substantially all of its assets to Assignee (the "Sale"), including all of its right, title and interest relating to the premises at 1301 Metropolitan Avenue in Brooklyn, New York (the "Premises"), and Assignee is willing, upon the consummation of the Sale, to assume Star's obligations in connection therewith;

WHEREAS, Assignee has proposed that prior to the consummation of the Sale, it receive a direct assignment of the Lease from 232 Corp. and that Consenting Party consent to such assignment by executing this agreement;

WHEREAS, Assignee is willing upon the consummation of the Sale to assume all of 232 Corp's obligations under the Lease and arising after the Sale;

NOW, THEREFORE, in consideration of the mutual promises herein contained, Consenting Party, 232 Corp. and Assignee hereby agree as follows:

1. 232 Corp. hereby assigns to Assignee all of its right, title and interest in the Lease to Assignee and Consenting Party hereby consents to such assignment of the Lease upon consummation of the Sale.

2. Consenting Party hereby represents and warrants to Assignee as follows:

a. The Lease is in full force and effect and has not been amended, modified or supplemented.

b. Payments under the Lease have been made through February 29, 1996, and no advance payments or prepayments have been made.

c. It has no knowledge of any event of default has occurred and is continuing under the Lease and no condition exists that, with a giving of notice, the lapse of time or the happening of any further event would become a default or permit early termination under the Lease.

'96 19:49 FROM

TO 537#17184172902# PAGE.007

d. It has no knowledge of any defenses, setoffs or counterclaims in favor of the Consenting Party against enforceability of the obligations to be performed by the Consenting Party under the Lease.

3. Upon consummation of the Sale, Assignee will assume and agree to perform the obligations of 232 Corp. under the Lease arising after the Sale in accordance with the terms of the Lease. Effective upon such assumption, the parties hereto agree that 232 Corp. shall be discharged and released from all liabilities and obligations to the Consenting Party under or in connection with the Lease and arising after the Sale. Effective upon such assumption and upon the assignment from 232 Corp. to Assignee of the Lease, the Sublease shall be of no further force and effect and the parties hereto agree that Star shall be discharged and released from all liabilities and obligations under the Sublease or arising in connection with the Lease or the Premises.

4. The agreements set forth herein shall be binding upon and inure to the benefit of the permitted successors and assigns of each of the parties hereto.

232 Gardner Ave. Corp.

By: *Joseph Zuccarello*
Name: JOSEPH ZUCCARELLO
Title: PRES.

New York Acquisition Sub, Inc.

By: *Alfred*
Name:
Title:

Constance Cincotta
Constance Cincotta

Star Recycling, Inc.

By: *Anthony Longino*
Name: Anthony Longino
Title: President

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS AGREEMENT, made and entered into on this 27th day of June, 1995, by and between Francisco D'Amico, hereinafter called "First Part" and 232 Gardner Ave. Corp., with an office at 232 Gardner Avenue, Brooklyn, New York, hereinafter called "Second Part".

W I T N E S S E T H :

That the First Part for good and valuable consideration to him in hand paid simultaneously with the execution and delivery of these presents by the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, set over and delivered, and by these presents does grant, bargain, sell, assign, transfer, set over and deliver unto the Second Part, all of his right, title and interest in a certain lease on the property situate, lying and being in Kings County, New York, to-wit: Lease dated as of October 1, 1994 between Constance Cincotta, as Lessor, and originally with Francisco D'Amico, as Lessee covering premises known and designated as 1301 Metropolitan Avenue, Brooklyn, New York (the "Lease").

TO HAVE AND TO HOLD the same unto the Second Part, its successors and assigns for the full term of said Lease, together with the security deposit held by the Lessor under the Lease pursuant to Articles 27 and 73 thereof, in the sum of [REDACTED] unto the Second Part, and he does

The First Part hereby represents unto the Second Part, and he does covenant and agree with the Second Part as follows:

(a) First Part is the owner of the Lessee's interest in and to the Lease and has full power and lawful authority to effect the sale and transfer thereof as herewith done; and

(b) That the Lease is outstanding and in full force and effect, and that the within instrument does transfer the ownership of the Lessee's interest in the Lease, together with the security deposit aforesaid, unto the Second Part; and

(c) That the term of the Lease is for 20 years, commencing April 1, 1994 to March 31, 2014; and

(d) That the First Part as Lessee under the Lease, is not in default under any of the terms, conditions and provisions contained in the Lease on the part of the Lessee to be kept and performed.

(e) The rent from 4/1/94 to 3/31/96 [REDACTED] and thereafter until the expiration the annual rent shall increase [REDACTED] per annum.

Second Part expressly accepts and assumes all of the terms, covenants and conditions in the Lease contained to be kept and performed by the Lessee, from and after the date of this Agreement.

RCV BY: JOSEPH A SCHUBIN

; 8-28-95 ; 4:57PM ;

2126953575-

7186924737;# 7

The Lessor hereby releases Francisco D'Amico from all liability under the Lease, acknowledges that the Lease is in full force and effect without default and consents to this assignment.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals at the place, on the day and year hereinabove written.

Agreed and Consented to:

FRANCISCO D'AMICO

Constance Cincotta
Constance Cincotta, Lessor

Francisco D'Amico
First Part

232 GARDNER AVE. CORP.

Witnesses:

By:

Joseph A. Schubin
Second Part

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 1995, before me personally came Francisco D'Amico, to me known and known to me as the individual described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 1995, before me personally came _____, to me known, who, being by me duly sworn, did depose and state that he resides at _____; that he is the _____ of 232 Gardner Avenue Corp., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC